



JERRY E. POWERS
Chief Probation Officer

**COUNTY OF LOS ANGELES
PROBATION DEPARTMENT**
9150 EAST IMPERIAL HIGHWAY -- DOWNEY, CALIFORNIA 90242
(562) 940-2501



December 08, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 December 8, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVAL OF NON-FINANCIAL MEMORANDUM OF UNDERSTANDING WITH LONG BEACH
UNIFIED SCHOOL DISTRICT TO IMPLEMENT A JUVENILE DAY REPORTING CENTER TO
PROVIDE SCHOOL-BASED SERVICES IN THE CITY OF LONG BEACH**

(4th SUPERVISORIAL DISTRICT) (3 VOTES)

SUBJECT

Approval of a non-financial Memorandum of Understanding (MOU) with Long Beach Unified School District (School) to implement a Juvenile Day Reporting Center (JDRC) to provide school-based services for court-involved and at-risk youth.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve a non-financial MOU with School similar to the attached MOU (Attachment) to implement a JDRC to provide school-based services for court-involved and at-risk youth.
2. Delegate authority to the Chief Probation Officer or designee to negotiate and execute any subsequent amendments, modifications, and/or extensions of the MOU, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval of a non-financial MOU with School to implement a JDRC to provide school-based services for court-involved and at-risk youth. The proposed JDRC will provide highly structured, community-based educational and treatment oriented

programming designed to prevent future delinquent behavior. The proposed JDRC will also provide a supervised educational environment that fosters accountability and encourages and reinforces pro-social behaviors. The implementation of the JDRC will support County of Los Angeles Probation Department's (Probation) continuing efforts to provide intervention services that will reduce recidivism, increase public safety, and enhance levels of collaboration and sharing/leveraging of resources with community partners.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, and Goal 3, Integrated Services Delivery. Implementation of the recommendations will enable Probation to collaborate and coordinate integrated services for court-involved and at-risk youth.

FISCAL IMPACT/FINANCING

The proposed MOU is non-financial and has no fiscal impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Implementation of the JDRC will allow Probation to comply with Paragraph 73.5 of the Department of Justice (DOJ) Settlement Agreement which requires that educational and support services be provided in a community-based setting. For the past several years, Probation has made concentrated efforts to reduce reliance on costly juvenile halls, group homes, and residential treatment services (camps). With the implementation of the proposed JDRC, Probation plans to further reduce the number of out-of-home placements by offering effective and safe community-based services for eligible medium-risk youth.

The proposed MOU has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Probation to enter into an MOU with School to expand the school-based Probation model to provide enhanced supervision of probationers by building resiliency with a priority on school success and positive redirection through services such as tutoring and academic credit recovery services. This will result in increasing school success for these youth, building partnerships with schools and others to promote campus and community safety, holding youth and families accountable, reducing recidivism, increasing public safety, and enhancing levels of collaboration and sharing of resources with community partners.

The Honorable Board of Supervisors

12/8/2015

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jerry Powers". The signature is fluid and cursive, with a long horizontal stroke at the end.

JERRY E. POWERS

Chief Probation Officer

JEP:TH:cc

Enclosures

c: Executive Officer
Chief Executive Office
County Counsel

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT
AND
THE LONG BEACH UNIFIED SCHOOL DISTRICT
FOR
IMPLEMENTING THE JUVENILE DAY REPORTING CENTER (JDRC)**

This Memorandum of Understanding (MOU) is made and entered into this ____ day of _____, 2015 between the County of Los Angeles Probation Department, hereinafter referred to as Probation, and the Long Beach Unified School District, hereinafter referred to as School, to implement the Juvenile Day Reporting Center, hereinafter referred to as JDRC.

RECITALS

WHEREAS, Probation desires to implement a JDRC to provide court-involved youth and at-risk youth an intensive, supervised, highly structured and positive educational environment, and school-based services at School;

WHEREAS, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

WHEREAS, Probation desires to participate in a joint effort with School.

NOW, THEREFORE, in consideration of the mutual benefits and subject to the conditions contained herein, the parties mutually agree as follows:

I. PURPOSE

The purpose of this MOU is to implement a JDRC to provide school-based services mutually agreed upon by both parties. For court-involved youth referred by Probation, the JDRC will provide a highly structured, community-based educational and treatment oriented programing designed to prevent future delinquent behavior. The JDRC will provide a supervised educational environment that fosters accountability and encourages and reinforces pro-social behaviors. In addition, the JDRC will also provide tutoring and academic credit recovery services.

II. TERM

The term of this MOU shall commence upon execution and shall continue through June 30, 2018. This MOU shall be automatically renewed for successive Fiscal Year (FY) periods thereafter commencing July 1, 2018, unless terminated as herein provided.

This MOU may be terminated at any time, without cost, by either party upon thirty (30) days prior written notice to the other party.

III. FUNDING

This is a non-financial MOU.

IV. LOCATION

School and Probation agree that the JDRC will be implemented at Beach High School, 3701 E. Willow Street, Long Beach, CA 90815.

V. SCHOOL RESPONSIBILITIES

School agrees to provide the following space and services:

- Dedicated space for the JDRC classroom that is semi-isolated from the general school population. The space is to include one (1) large classroom and an outside recreational/lunch area that shall include picnic tables and chairs. School will be responsible for the maintenance of the space including any janitorial services, utilities, and other expenses associated with building maintenance.
- Provide private and secure work/office space for the following JDRC staff: two (2) Deputy Probation Officers (DPO) and one (1) Supervising Deputy Probation Officer (SDPO).
- Teacher(s), education curriculum, and other educational/academic supplies.
- Snacks, lunches, and other nutritional needs for after-school program.
- Academic assessment and screening for enrollment. In collaboration with Probation, School will screen all referrals for enrollment eligibility. School shall administer an academic assessment for each participant and enroll participant into School if appropriate.
- Individualized Learning Plan (ILP). School shall develop an ILP for all participants based on assessment and multi-disciplinary team (MDT) meeting. The ILP should address learning disabilities and special educational needs. The ILP shall be approved by Probation.
- Provide tutorial services and other services, including educational counseling, GED preparation, CAHSEE preparation courses, mental health assessment and any other services offered by School as agreed upon by School and Probation.

- MDT Meetings. School shall facilitate and participate in an MDT meeting for each participant to ensure successful completion of the JDRC. MDT meeting shall include Probation, program participants, parents, and a mental health provider, if needed.
- Parent and Participant orientation. School shall organize and co-facilitate with Probation quarterly parent orientation workshops to provide program information and obtain parent consent for program participants. A separate orientation workshop shall be held for program participants.
- Access to computers (including connectivity), telephones, and fax machines. School staff shall provide Probation with student records.
- Refer students demonstrating delinquent behavior (including those behaviors that may result in suspension or expulsion), poor attendance, and poor academic performance to the JDRC and the JDRC DPO for supervision.
- Allow Probation to arrange for contracted vendors to provide on-campus programs, treatment, and services. All parties who provide such services will be required to pass a criminal background check conducted by Probation prior to being allowed on school grounds.
- Attend mandatory trainings organized and facilitated by Probation.

VI. PROBATION RESPONSIBILITIES

As resources and policies allow, Probation shall provide the following services:

- Transportation services for program participants to and from the JDRC.
- JDRC staff (DPOs, SDPO) to supervise Probation youth, providing services for Probation and at-risk youth and their families including assessment, case planning and case management as appropriate. Supervision and supportive services shall not interfere with educational class time, unless approved by the School.
- Participate in the screening process, MDT meetings, School Attendance Review Boards, Student Study Teams, Special Education meetings, and other JDRC meetings as appropriate.
- Establish a collaborative relationship with School administrators and personnel as well as the School police to identify students who are demonstrating delinquent behavior, poor academic performance, and who are in greatest need of services, including the acceptance of referrals from

school officers, parents, social service agencies, and law enforcement for at-risk youth, and collaborating to coordinate and provide appropriate community and school resources.

- JDRC DPO shall participate in community meetings as appropriate.
- JDRC DPO shall act as liaison between the Probation and the campus community to address issues and concerns of juvenile crime, prevention efforts, truancy recovery, community-based/family-centered treatment resources, and safety.
- Designate a Probation administrator, also known as the Manager, to serve as its Program Coordinator for purposes of this MOU.
- Probation oversight of the Program activities of individual co-located DPOs will be provided by an individual at the rank of Director or his/her designee from the Probation operation from which the DPO was drawn.
- Ensure that all Probation representatives, prior to working on a School site, provide verification of Probation employment and tuberculosis (TB) clearance to School, and have TB test on file with the County Human Resources Division.
- Ensure that all Probation staff, its agents and vendors including contracted service providers, college interns, and others assigned pursuant to this MOU have been cleared through a criminal clearance background check which includes live scan.
- Probation's designated Manager is:

School Based – Cluster 4, Director
275 Magnolia Ave, STE 1985
Long Beach, CA 90802
Phone: 562-335-7760

VII. TECHNOLOGY RESOURCES

A. PROBATION RESPONSIBILITIES:

- Provide desktop computers with Windows 7 Operating System (OS) to School to be utilized by program participants; initially provide fifteen (15) computers to be used by JDRC participants, with the possibility of expanding that number to twenty-five (25) and three (3) computers to be used by Probation staff.

- Responsible for the installation and ongoing maintenance of one (1) T1 circuit, one (1) router, one (1) switch, and three (3) desktop computers to support JDRC Probation staff housed at School (staff computers).
- Responsible for the network connectivity, data, and electronic mail communication of the three (3) staff computers.

B. SCHOOL RESPONSIBILITIES:

- Responsible for the replacement and/or ongoing maintenance of fifteen (15) desktop computers provided by Probation to School.
- Provide software programs to be installed on the fifteen (15) participant computers.
- Responsible for the installation and configuration of all software programs and network connectivity for all fifteen (15) participant computers.
- Provide telecom closet space to allow Probation to establish Wide Area Network (WAN) connectivity to Probation Headquarters.
- Allow the installation of routers and switches in the telecom closet as needed to establish connectivity.
- Allow the installation of any data and/or telephone cable as needed to establish WAN connectivity.

VIII. CONFIDENTIALITY

Probation and School shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with WIC provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. Probation and School shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

In no case shall records or information pertaining to participants be disclosed to any person, except designated County employees, without the written permission of a Probation Director or authorized representative.

IX. INDEMNIFICATION

Probation shall indemnify, defend and hold harmless the School, its trustees, officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorney's fees) of claims for injury or damages

arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expenses, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of Probation, its trustees, officers, agents, or employees.

School shall indemnify, defend and hold harmless Probation, its trustees, officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorney's fees) of claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the School, its trustees, officers, agents, or employees.

X. AMENDMENTS

This MOU may only be amended by written mutual consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written Amendment that is properly executed by all parties.

XI. ENTIRE MOU

This MOU contains the full and complete agreement between the two parties and is executed in two (2) identical copies, each of which is deemed to be an original. The MOU includes seven (7) pages that constitute the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the County of Los Angeles and School have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of School for the warrants that he or she is authorized to bind School, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
JERRY E. POWERS
CHIEF PROBATION OFFICER

Date

LONG BEACH UNIFIED SCHOOL
DISTRICT

By _____

Christopher J. Steinhauser
Name (Typed or Printed)

Superintendent of Schools
Title

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
INTERIM COUNTY COUNSEL

By _____
EDWARD L. HSU
DEPUTY COUNTY COUNSEL

Date